

AGREEMENT FOR SUB-LEASE

This Agreement for Sub-Lease ("AGREEMENT") executed on this ____ (Date) day of _____(Month), 2025

BY AND BETWEEN

UTHSHAVDHARA DEVELOPERS PRIVATE LIMITED, (CIN No.U45309WB2022PTC250867), (**PAN AADCU0070E**), a company incorporated under the Companies Act, 2013, having its Registered Office at PCM Tower, Ground Floor, Sevoke Road, Post Office – Siliguri, Police Station – Bhaktinagar, District – Jalpaiguri, PIN – 734001, West Bengal, represented by its Authorized Signatory **Mr. Mukesh Goyal (PAN – ADWPG5939P)**, (Aadhaar No. 656712815417), (Mobile No.9434051680), Son of Mr. roshanlal Goyal, residing at 42B Chowrangee Road, near Maidan Metro Station, Park Street Area, Post Office – Middleton Row, Police Station – Middleton Row, Kolkata – 700071, West Bengal and authorized vide board resolution dated _____, hereinafter referred to as the "**Promoter**"/"**Sub-Lessor**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and permitted assignees) of the **ONE PART**.

AND

[If the Allottee is a company]

_____ (CIN No. _____) (PAN - _____) a company incorporated under the provisions of the Companies Act, [1956 or the Companies Act, 2013 as the case may be], having its registered office at _____, represented by its authorized signatory _____, (PAN - _____), (Aadhaar No. _____), Son of _____, residing at _____, Post Office - _____, Police Station - _____, District - _____, PIN - _____ duly authorized vide board resolution dated _____, hereinafter referred to as the "Allottee"/ "Sub-Lessee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns) of the OTHER PART.

[OR]

[If the Allottee is a Partnership]

_____, (PAN - _____) a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at _____, represented by its authorized partner _____, (PAN - _____), (Aadhaar No. _____), Son of _____, residing at _____, Post Office - _____, Police Station - _____, District - _____, PIN - _____ duly authorized vide _____, hereinafter referred to as the "Allottee"/"Sub-Lessee" (which expression shall unless repugnant to the context or meaning thereof he deemed to mean and include the

partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their permitted assigns) of the OTHER PART.

[OR]

[If the Allottee is an Individual]

Mr./Ms. _____ (PAN - _____) (Adhaar No. _____) (Mobile No. _____) son/daughter _____, aged about _____, residing at _____, Post Office - _____, Police Station - _____, District - _____, PIN - _____, hereinafter called the "Allottee"/ "Sub-Lessee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns) of the OTHER PART.

[OR]

[If the Allottee is a HUF]

Mr. _____ (PAN - _____) (Aadhaar No. _____) aged about _____, son of _____, residing at _____, Post Office - _____, Police Station - _____, District - _____, PIN - _____, as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business/ residence at _____, Post Office - _____, Police Station - _____, District - _____, PIN - _____ (PAN - _____) hereinafter referred to as the "Allottee"/ "Sub-Lessee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns) of the OTHER PART.

The Promoter and the Allottee shall hereinafter collectively be referred to as the "PARTIES" and individually as a "PARTY".

WHEREAS:

A. The Sub-Lessor/ Promoter has represented to the Sub-Lessee/ Allottee that:

- (i) The Government of West Bengal (hereinafter referred to as the "Lessor"), is seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT piece and parcel of land containing an area of 81.19 Acres, more or less, situated at Mouza – Dabgram, J.L. No.2, Block – Rajganj, Police Station – New Jalpaiguri (formerly Bhaktinagar), Post Office – Satellite Township, District – Jalpaiguri, PIN-734015, West Bengal (hereinafter referred to as the "Total Land");

- (ii) Bids were invited by the Department of Urban Development, Government of West Bengal acting through West Bengal Housing Infrastructure Development Corporation Limited ("WBHIDCO") for development of a theme based township on the said Total Land by way of a Request for Proposal ("RFP") vide RFP No. 2946/HIDCO/Plng/656(A)/2015 dated 17.08.2017. The theme for the proposed township has been designated as "Health and Knowledge" with a focus on "provision for senior citizens". The proposed township shall be known as 'Utsodhaara: Teesta Township' ("Township");
- (iii) Pursuant to the terms and conditions of the RFP, one Ambuja Housing & Urban Infrastructure Company Limited, having its registered office at 'Ecospace Business Park', Block-4B, 6th Floor, Premises No.-IIF/11, Action Area-III-A, P.O. New Town, P.S. New Town, Kolkata – 700160 ("AHUICL") was identified as the 'selected bidder' and a Letter of Intent ("LOI") dated 04.05.2018 was issued in its favour by WBHIDCO;
- (iv) In terms of the RFP, AHUICL nominated Ambuja Neotia Teesta Development Private Limited Sub Lessor and requested the Lessor through WBHIDCO to accept as the Sub Lessee, which would exercise the rights and perform the obligations of AHUICL as referred to in the LOI and to obtain a lease in its favour from the Lessor upon payment of the entire financial bid in terms of the RFP, being the premium reserved for grant of such lease;
- (v) In pursuance of the terms of the RFP and the LOI, by a Deed of Lease dated 24.06.2020, registered with the Additional Registrar of Assurances-I, Kolkata in Book No.I, Volume No. 1901-2020, Pages 86932 to 87153, being Deed No. 190101800 for the year 2020, the Lessor has granted a lease of the Total Land ("Head Lease") for a period of 99 (ninety nine) years from the date of the Head Lease and handed over the vacant and peaceful possession of the Total Land to Ambuja Neotia Teesta Development Private Limited for the purpose of development of the Township for the consideration and on the terms and conditions as mentioned therein;
- (vi) In accordance with Section 46 of the West Bengal Town and Country (Planning and Development) Act, 1979 ("WBT&CP Act") read with rule 7 of the West Bengal Town and Country Planning (Development of Township Project) Rules, 2008 ("WBT&CP Rules"), Ambuja Neotia Teesta Development Private Limited applied to the Siliguri Jalpaiguri Development Authority ("SJDA"), a Development Authority under the WBT&CP Act for permission to develop the Township on the Total Land;
- (vii) The Township shall be developed in different phases and the phasing has been planned by the Promoter in a manner that each phase of

development confirms to the terms of the RFP, LOI and the Head Lease as well as the provisions of the WBT&CP Rules and Township Policy framed under the WBT&CP Act along with other applicable laws. Accordingly, a comprehensive project report in respect of the proposed development of the Township ("Detailed Project Report") and a comprehensive development plan highlighting the different development zones of the proposed Township ("Master Plan") for the Township were submitted with the SJDA for its approval;

- (viii) By a Memo No. 1276/III/Plg/854/14/P-I/SJDA, dated 07.10.2020, SJDA granted to Ambuja Neotia Teesta Development Private Limited its permission and issued the Land Use Compatibility Certificate (LUCC) to develop the Township in accordance with the Master Plan and Detailed Project Report submitted to them for the scheme of development of the Township ("First Approved Master Plan");
- (ix) By another Memo No. 1900//11/Plg/854/14/P-II, dated 29.01.2021, SJDA permitted revision of the earlier land demarcation plan, subject to the conditions as mentioned in the LUCC mentioned above;
- (x) Subsequently, by Memo No. 1248/II/Plg/854/14/Pt-II/SJDA dated 20.07.2021 and Memo No. 1422/III/Plg/854/14/P-II/SJDA dated 11.08.2021, SJDA revised further the land demarcation plan subject to the conditions as mentioned in the LUCC ("Second Approved Master Plan"). Vide the Second Approved Master Plan certain changes were made in the lay out plan of the Township inter-alia earmarking and identifying a cluster of 16 (sixteen) plots in the UIF Zone Land for their development in the Township.
- (xi) The Approved Master Plans which include the layout plan of the Township has been designed to create various zones with specific objectives and use in line with the theme of the Township and to cater to different needs of the community residing in the Township. The various zones of the Township are described in the Approved Master Plans;
- (xii) Ambuja Neotia Teesta Development Private Limited proposes to retain the leasehold rights and interest in 1.511 Acres of land out of the Total Land ("Retained Land" depicted in Approved Master Plans hereto and thereon bordered In RED colour) leased by the Lessor under the Head Lease comprising Plot No "UIF-5" admeasuring 0.741 Acre within the zone earmarked for development of Urban Infrastructural Facilities ("UIF") along with green area designated as "GR-15" admeasuring 0.77 Acre within the zone earmarked for development of Urban Infrastructural Amenities ("UIA");

- (xiii) Ambuja Neotia Teesta Development Private Limited may either develop by itself or cause the development of a state-of-the-art social club having commercial, entertainment, indoor and outdoor (open-to-sky) sports facilities ("Club") on the Retained Land. It is expressly and unequivocally clarified herein that the proposed Club, if developed on the Retained Land, shall be managed and operated by Ambuja Neotia Teesta Development Private Limited or its nominated agency and facilities proposed to be offered at the Club may be reduced or altered or discontinued partially or fully due to any reason whatsoever, at the sole discretion of Ambuja Neotia Teesta Development Private Limited;
- (xiv) The Township shall be made accessible by Ambuja Neotia Teesta Development Private Limited from the Naukaghata Road at Naukaghata crossing through an entry point ("Township Existing Entry Point" as depicted in Approved Master Plans). Ambuja Neotia Teesta Development Private Limited may also, at its sole discretion, explore avenues to arrange for an additional entry point to the Township from the Asian Highway "AH-02" through a small stretch of land which is presently owned by the SJDA ("Township Alternate Entry Point" as depicted in Approved Master Plans), subject to the acquisition of right in respect of the required land from the SJDA and the necessary approvals being granted by the Asian Highway Authority and other concerned authorities in this regard;
- (xv) As per the Approved Master Plans, the total land area earmarked/reserved for construction/development of the UIF Zone, (being one of the several zones proposed to be developed in the Township as per the Approved Master Plans) is 20.296 Acres. This is approximately 25% (Twenty Five percent) of the Total Land and depicted in Approved Master Plans ("UIF Zone Land"). The UIF Zone Land will comprise of clusters of developed plots of different shapes and sizes ("Plotted UIF Land Clusters") to be allotted for construction thereupon of independent commercial facilities, medical facilities, educational facilities, recreational facilities and other relevant urban infrastructural facilities in accordance with the WBT&CP Rules by the allottees;
- (xvi) The UIF Zone Land shall be developed by Ambuja Neotia Teesta Development Private Limited in a phase-wise manner and each plot within the Plotted UIF Land Clusters shall be Sub-leased by Ambuja Neotia Teesta Development Private Limited to prospective allottees/ sub-lessees for construction of independent urban infrastructural facilities thereon strictly in strict accordance with the terms of the RFP, LOI, Head Lease, Approved Master Plans as well as the provisions of the WBT&CP Rules and Township Policy framed under the WBT&CP Act along with other applicable laws.

- B. Out of the UIF Zone Land, a clearly demarcated land area of 4.510 Acres ("Project Land" as depicted in Approved Master Plans) has been identified by Ambuja Neotia Teesta Development Private Limited as Plotted UIF Land Cluster for the purpose of developing the same as a real estate project comprising 3 (Three) clearly demarcated developed plots of land of different shapes and sizes, having an aggregate land area of 4.510 Acres, and christened as "Utsodhaara: Teesta Township UIF Plots Phase-II" ("Project").
- C. The remaining portion of the Total Land after excluding the Project Land (hereinafter referred to as the "Adjoining Property" which includes the Retained Land) is excluded from the purview and ambit of these presents and shall continue to be held and possessed by Ambuja Neotia Teesta Development Private Limited solely exclusively and absolutely with right to use, enjoy and develop as Ambuja Neotia Teesta Development Private Limited may deem fit and proper in its absolute discretion, and the Sub-Lessee shall not have any claim, ownership, share, right, title, interest whatsoever or howsoever therein nor any claim or demand with regard thereto nor object to development of the same. It is expressly agreed understood and clarified that both the Project Land and the Adjoining Property are and shall always remain independent and separate properties, notwithstanding the fact that the Approved Master Plans and layout plan has been sanctioned for both the properties. Accordingly, the lease hold rights of the allottees / sub-lessees of plots etc., in or on the land shall remain restricted to their respective plots only.
- D. Ambuja Neotia Teesta Development Private Limited has obtained the final layout plan for the Project (which is comprised in the integrated development plan under the sanctioned Approved Master Plans of the Township) from SJDA. Ambuja Neotia Teesta Development Private Limited agrees and undertakes that it shall not make any changes to these layout plans of the Project except in strict compliance with Section 14 of the Act and other laws as applicable.
- E. The SJDA vide approval dated 07-10-2020 bearing No.1276/III/Plg/854/14/P-I/SJDA has granted the commencement certificate to develop the Township, which approval also is applicable to the Project.
- F. The Sub-Lessor/ Promoter herein had applied for the sub-lease of a plot in the Project, vide Application No. PLOT/TEESTA/C-UIF PH-II/21-22//4/3 dated 19.03.2022 and has been allotted the Plot bearing No. UIF-4/3 measuring 5835.25 sq. mtrs (equivalent to 87.24 Katha) more or less, appertaining to and forming part of R.S. Plot Nos. 49(P), 50(P) & 137(P), comprised in L.R. Plot Nos. 35(P), 23(P), 38(P), 71(P), 77(P) & 78(P), recorded in R.S. Khatian No.1831, corresponding to L.R. Khatian Nos. 6, 7 & 420, situated within Mouza – Dabgram, Sheet No.16 (RS) corresponding to 191, 192 & 193 (LR), J.L. No. 2, under Block – Rajganj, Post Office – Satellite Township, Police Station – New Jalpaiguri (formerly Bhaktinagar) District – Jalpaiguri, PIN – 734015, West Bengal for construction of independent

building for the purpose of commercial facilities, medical facilities, educational facilities, recreational facilities and other relevant urban infrastructural facilities thereon at the Sub-Lessor's own cost and expenses (hereinafter referred to as the "**Plot**", more particularly described in Schedule - "A" hereto **Together With** the irrevocable right to use the common areas, parts, portions, installations and facilities of the Project in common with the remaining allottees of the Project and Ambuja Neotia Teesta Development Private Limited in respect of the unallotted plots in the Project (hereinafter collectively referred to as the "**Common Areas, Facilities & Amenities**", and more particularly described in Schedule - D hereto).

- G. By an Agreement for Sub-lease dated 10.06.2022 ("ASL") executed between Ambuja Neotia Teesta Development Private Limited and the Sub-Lessor/ Promoter and registered at the office of A.D.S.R. BHAKTINAGAR in Book No. I, Volume No. 0711-2022, Pages 144967 to 145021, Being No. 071105836 for the year 2022 whereby Ambuja Neotia Teesta Development Private Limited agreed to transfer and the Sub-Lessor/ Promoter agreed to take on sub-lease the said Plot subject to the terms and conditions contained in the said ASL and allotment letter, which terms and conditions, for all purposes and unless repugnant to the context, shall form part of this Deed and in case of any contradiction, the terms contained in this Deed shall prevail.
- H. Subsequently, after receipt of Total Price in full as stipulated in the ASL, Ambuja Neotia Teesta Development Private Limited has executed a Deed of Sub-Lease in favour of the Sub-Lessor/ Promoter herein and registered at the office of A.D.S.R. BHAKTINAGAR and the same was recorded in Book No. I, Volume No.0711-2025, Pages from 19915 to 19952, being No.071100617 for the year 2025 and the Sub-Lessor/ Promoter had mutated in its name in respect to its leasehold right in the Record-of-Rights and thereafter three separate khatians were opened in its name being L.R. Khatian Nos.7, 18 & 942.
- I. Being in such possession the Sub-Lessor/ Promoter has prepared a building plan for construction a Basement + Ground + VI Storied Commercial Building upon the said Plot bearing No. UIF-4/3 measuring 5835.25 sq. mtrs (equivalent to 87.24 Katha) more or less, appertaining to and forming part of R.S. Plot Nos. 49(P), 50(P) & 137(P), comprised in L.R. Plot Nos. 35(P), 23(P), 38(P), 71(P), 77(P) & 78(P), recorded in R.S. Khatian No.1831, corresponding to L.R. Khatian Nos .6, 7 & 420, situated within Mouza – Dabgram, Sheet No.16 (RS) corresponding to 191, 192 & 193 (LR), J.L. No. 2, under Block – Rajganj, Post Office – Satellite Township, Police Station – New Jalpaiguri (formerly Bhaktinagar) District – Jalpaiguri, PIN – 734015, West Bengal and the said plan was approved from SJDA vide Order No. 0840/SJDA dated 24.06.2025 and the said project is known as '**RIGHT ANGLE**'.
- J. The Sub-Lessor/ Promoter has registered the Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the Real Estate

Regulatory Authority at West Bengal vide RERA No. _____;
on _____.

- K. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title, and Interest of the Promoter regarding the Project Land on which Project is to be constructed have been completed.
- L. The Allottee had applied for the sub-lease of a commercial space in the Project, vide Application No. _____ dated _____ and has been allotted the said commercial space bearing No. ____ having carpet area of ____ Square Meter (equivalent to ____ Square Feet) located on ____ Floor in Wing/Block No. ____ within the Project '**Right Angle**' TOGETHER WITH the pro rata undivided, impartible and variable share in the common areas ("Common Areas") as defined under **clause (n)** of Section 2 of the Act, parts, portions, installation and facilities of the Project in common with the remaining allottees of the Project.
- M. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- N. The Parties hereby confirm that they are entering into this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.
- O. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- P. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Sub-Lessor/ Promoter hereby agrees to grant sub-lease and the Allottee hereby agrees to take sub-lease of the commercial space as specified in **Paragraph – L** of the recitals.
- Q. The Sub-Lessee/ Allottee has caused necessary due diligence and satisfied himself/itself about the rights and interest of the Sub-Lessor/ Promoter in respect of the Project Land and all legal incidents and matters in relation thereto and/or affecting the same, including those hereinbefore recited and also hereinafter stated, and has accepted the same to be free from all encumbrances whatsoever (save matters expressly mentioned herein) and agrees and covenants not to raise any objection thereto or make any requisition in connection therewith. The Sub-Lessee/ Allottee has also inspected the sanctioned plans, layout plans along with specifications approved by the competent authority and the Project by the concerned authorities and agrees and covenants not to raise any objection with regard thereto.

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

1. TERMS:

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Sub-Lessor/ Promoter agrees to grant a Sub-Lease to the Sub-Lessee/ Allottee and the Sub-Lessee/ Allottee hereby agrees to take on Sub-Lease of the commercial space as specified in **Paragraph – L** of the recitals;
- 1.2 The total sub-leasing consideration (excluding applicable taxes) for the commercial space payable by the Sub-Lessee/ Allottee to the Sub-Lessor/ Promoter is Rs._____/ - (Rupees _____) only for the following heads:

Sub-Lease consideration for Unit No.____, _____Floor @ Rs._____/ - per Sq. Ft.	Rs._____/ -
Maintenance @ Rs. 3/- per Sq. Ft for 12 months + 18% GST	Rs._____/ -
Documentation Charges + 18% GST	Rs. 30,000/-
Total payable (excluding applicable taxes)	Rs._____/ -
Add: GST	Rs._____/ -
Grand Total	Rs._____/ -

NB: Deduct of TDS as per applicable rate of the Income Tax Act, 1961.

Explanation:

- (i) The Total Price above includes the booking amount paid by the Sub-Lessee/ Allottee to the Sub-Lessor/ Promoter towards the commercial space/ unit;
- (ii) The Total Price above includes Taxes (consisting, *inter alia*, of tax paid or payable by the Sub-Lessor/ Promoter by way of service tax, GST, CGST and SGST, if any, as per Law and Cess or any other similar taxes which may be levied, in connection with the construction of the project payable by the Sub-Lessor/ Promoter) upto the date of handing over the possession of the commercial space/ unit. The applicable taxes shall be payable by the Sub-Lessee/ Allottee to the Sub-Lessor/ Promoter as and when demanded.

Provided that in case there is any change/modification in the Taxes, the subsequent amount payable by the Sub-Lessee/ Allottee to the Sub-Lessor/ Promoter shall be increased/ reduced based on such change/modification.

- (iii) The Sub-Lessor/ Promoter shall periodically intimate to the Sub-Lessee/ Allottee, the amount payable as stated in (i) above and the Sub-Lessee/ Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Sub-Lessor/ Promoter shall provide to the Sub-Lessee/ Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
 - (iv) The Total Price of the commercial space/ unit includes pro rata share in the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the commercial space/ unit, lift, water line and plumbing, finishing with paint, marble/ tiles, doors, fire detection and fire-fighting equipment in the common areas, maintenance charges as per Paragraph – 11 etc. and includes cost for providing all other facilities & amenities;
- 1.3 The Total Price is escalation-free, save and except increases which the Sub-Lessee/ Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Sub-Lessor/ Promoter undertakes and agrees that while raising a demand on the Sub-Lessee/ Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Sub-Lessor/ Promoter shall enclose the said notification/ order/ rule/ regulation to that effect along with the demand letter being issued to the Sub-Lessee/ Allottee, which shall only be applicable on subsequent payments.
- 1.4 The Sub-Lessee/ Allottee shall make the payment as per the payment plan set out in **Schedule- "C"** (hereinafter referred to as the "PAYMENT PLAN").
- 1.5 It is agreed that the Sub-Lessor/ Promoter shall not make any additions and alterations in the sanctioned plans, layout plans, specifications and the nature of fixtures, fitting and amenities in respect of the commercial space/ unit without the previous written consent of the Sub-Lessee/ Allottee as per the provisions of the Act. Provided that the Sub-Lessor/ Promoter may make such minor additions or alterations as may be required by the Sub-Lessee/ Allottee or such minor changes or alterations as per provisions of the Act.
- 1.6 The Sub-Lessor/ Promoter agrees and acknowledges that the Sub-Lessee/ Allottee shall have the right to the commercial space/ unit as mentioned below:

- (i) The Sub-Lessee/ Allottee shall hold, possess, and enjoy the commercial space/ unit as a Sub-Lessee under the Sub-Lessor/ Promoter for the residual period of the lease commencing on and from the date of grant of sub-lease by way of a registered Sub-Lease Deed pursuant to this Agreement;
- (ii) The Sub-Lessee/ Allottee shall also have irrevocable leasehold interest in the Common Areas, which pertains to the Project. Since the interest of Sub-Lessee/ Allottee in the Project Common Areas is undivided and cannot be divided or separated, the Sub-Lessee/ Allottee shall use the Project Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Sub-Lessor/ Promoter shall hand over the common areas to the association of Sub-Lessee(s)/ Allottee(s) after duly obtaining the completion certificate from the competent authority as provided in the Act.
- (iii) That the computation of the Total Price in respect of the commercial space/ unit includes recovery of sub-leasing consideration of the commercial space/ unit, construction of the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the commercial space/ unit, lift, water line and plumbing, finishing with paint, marble/ tiles, doors, fire detection and fire fighting equipment in the common areas, maintenance charges as per Paragraph – 11 etc. and includes cost of all other facilities and amenities, if any, provided within the commercial space/ unit/ building and the Project.

It is understood by the Sub-Lessee/ Allottee that all other areas, i.e., areas and facilities falling outside the Project namely '**RIGHT ANGLE**', shall not form a part of the declaration to be filed with the competent authority in accordance with the West Bengal Apartment Ownership Act, 1972.

- (iv) The Sub-Lessee/ Allottee has the right to visit the project site to assess the extent of development of the project and his/ her/ its commercial space/ unit, as the case may be.

1.7 It is made clear by the Sub-Lessor/ Promoter and the Sub-Lessee/ Allottee agrees that the commercial space/ unit shall be treated as a single individual unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering a portion of the Project Land on which the Project is being developed and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of

integration of infrastructure for the benefit of the Sub-Lessee/ Allottee. It is clarified that the Project's common facilities and amenities shall be available for use and enjoyment of the Sub-Lessee(s)/ Allottee(s) of the Project.

- 1.8 The Sub-Lessor/ Promoter agrees to pay all outgoings before transferring the physical possession of the commercial space/ unit to the Sub-Lessee/ Allottee, which it has collected from the Sub-Lessee/ Allottee, for the payment of outgoings (including land cost, ground rent, panchayat or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Sub-Lessor/ Promoter fails to pay all or any of the outgoings collected by it from all Sub-Lessee(s)/ Allottee(s) or any liability, mortgage loan and interest thereon before transferring the commercial space/ unit to the Sub-Lessee/ Allottee, the Sub-Lessor/ Promoter agrees to be liable, even after the transfer of the commercial space/ unit, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.
- 1.9 The Sub-Lessee/ Allottee has paid a sum of Rs._____/ - (Rupees _____) only as booking amount being part payment towards the Total Price of the commercial space/ unit at the time of application, the receipt of which the Sub-Lessor/ Promoter hereby acknowledges and the Sub-Lessee/ Allottee hereby agrees to pay the balance of the Total Price of the commercial space/ unit as prescribed in the Payment Plan mentioned in Schedule – C as may be demanded by the Sub-Lessor/ Promoter within the time and in the manner specified therein:

Provided that if the Sub-Lessee/ Allottee delays in payment towards any amount which is payable, he/she/it shall be liable to pay interest at the rate prescribed in the Rules.

2. MODE OF PAYMENT:

Subject to the terms of this Agreement and the Sub-Lessor/ Promoter abiding by the construction milestones, the Sub-Lessee/ Allottee shall make all payments, on a written demand by the Sub-Lessor/ Promoter, within the stipulated time as mentioned in the Payment Plan described in Schedule – C through A/c Payee cheque/demand draft or online payment (as applicable) in favour of _____payable at Siliguri.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1 The Sub-Lessee/ Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999; Reserve Bank of India Act, 1934 and Rules and Regulations made thereunder or any statutory amendment(s)/ modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Sub-Lessor/ Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Sub-Lessee/ Allottee understands and agrees that in the event of any failure on its/his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, it/he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.2 The Sub-Lessor/ Promoter accept no responsibility in regard to matters specified in Paragraph – 3.1 above. The Sub-Lessee/ Allottee shall keep the Sub-Lessor/ Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Sub-Lessee/ Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Sub-Lessee/ Allottee to intimate the same in writing to the Sub-Lessor/ Promoter immediately and comply with necessary formalities if any under the applicable laws. The Sub-Lessor/ Promoter shall not be responsible towards any third-party making payment/remittances on behalf of the Sub-Lessee/ Allottee and such third party shall not have any right in the application/allotment of the said commercial space/ unit applied for herein in any way and the Sub-Lessor/ Promoter shall be issuing the payment receipts in favour of the Sub-Lessee/ Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Sub-Lessee/ Allottee authorizes the Sub-Lessor/ Promoter to adjust/appropriate all payments made by him/her/it under any head(s) of dues against lawful outstanding, if any, in his/her/its name as the Sub-Lessor/ Promoter may in its sole discretion deem fit and the Sub-Lessee/ Allottee undertakes not to object/demand/direct the Sub-Lessor/ Promoter to adjust his/her/its payments in any manner.

5. TIME IS ESSENCE:

Time is of essence for the Sub-Lessor/ Promoter as well as the Sub-Lessee/ Allottee. The Sub-Lessor/ Promoter shall abide by the time schedule for completing the Project namely '**RIGHT ANGLE**' and handing over the commercial space/ unit to the Sub-Lessee/ Allottee and the Project Common Areas to the Association/Maintenance Agency, as the case may be, after receiving the Occupancy Certificate or Completion Certificate or such other certificate by whatever name called and issued by the competent authority for the Project. Similarly, the Sub-Lessee/ Allottee shall make timely payment of installment and other dues payable by him/her/ its and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Sub-Lessor/ Promoter as provided in Schedule - "C" (Payment Plan).

6. CONSTRUCTION OF THE PROJECT/ COMMERCIAL SPACE/ UNIT:

The Sub-Lessee/ Allottee has seen the proposed layout plan, specifications, amenities and facilities of the commercial space/ unit and the project and accepted the floor plan, payment plan and the specifications, amenities and facilities which has been approved by the competent authority, as represented by the Sub-Lessor/ Promoter. The Sub-Lessor/ Promoter shall develop the Project in accordance with the said layout plans, floor plans of the Project and specifications, amenities and facilities in the Project. Subject to the terms in this Agreement, the Sub-Lessor/ Promoter undertakes to strictly abide by such plan approved by the SJDA and shall also strictly abide by the bye-laws, FAR and density norms as per the provisions of West Bengal Town and Country Planning (Development of Township Projects) Act/Rules, 2008 and shall not have an option to make any variation/ alteration/ modification in the plans of Project, other than in the manner provided under the Act, and breach of this term by the Sub-Lessor/ Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE COMMERCIAL SPACE/ UNIT:

- 7.1 Schedule for possession of the commercial space/ unit: The Sub-Lessor/ Promoter agree and understand that timely delivery of the possession of the commercial space/ unit to the Sub-Lessee/ Allottee is the essence of the Agreement. The Sub-Lessor/ Promoter based on the sanctioned plans of the Project and specifications assured to handover possession of the commercial space/ unit on **30th September, 2028** unless there is a delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting regular development of the Project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Sub-Lessee/ Allottee agrees that the Sub-Lessor/ Promoter shall be entitled to extension of time for the delivery

of possession of the commercial space/ unit. Provided, that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Sub-Lessee/ Allottee agrees and confirms that, in the event it become impossible for the Sub-Lessor/ Promoter to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Sub-Lessor/ Promoter shall refund to the Sub-Lessee/ Allottee the entire amount received by the Sub-Lessor/ Promoter from allotment within 45 (forty-five) days from that date. After refund of the money paid by the Sub-Lessee/ Allottee, the Sub-Lessee/ Allottee agrees that he/she/it shall not have rights, claims etc. against the Sub-Lessor/ Promoter and that the Sub-Lessor/ Promoter shall be released and discharged from all its obligation and liabilities under this Agreement.

- 7.2 Procedure for taking possession: The Sub-Lessor/ Promoter, upon obtaining the Occupancy Certificate or Completion Certificate or such other certificate by whatever name called and issued by the competent authority for the Project shall offer in writing the possession of the commercial space/ unit to the Sub-Lessee/ Allottee in terms of this Agreement to be taken within 3 (three) months from the date of issue of such certificate and the Sub-Lessor/ Promoter shall give possession of the commercial space/ unit to the Sub-Lessee/ Allottee. The Promoter agrees and undertakes to indemnify the Sub-Lessee/ Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Sub-Lessor/ Promoter. The Sub-Lessee/ Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Sub-Lessor/ Promoter or association of the Sub-Lessee(s)/ Allottee(s), as the case may be after issuance of the completion certificate for the project. The Sub-Lessor/ Promoter shall hand over the occupancy certificate of the commercial space/ unit, to the Sub-Lessee/ Allottee at the time of conveyance of the same.
- 7.3 Failure of Sub-Lessee/ Allottee to take possession of the commercial space/ unit: Upon receiving a written intimation from the Sub-Lessor/ Promoter as per Clause 7.2, the Sub-Lessee/ Allottee shall take possession of the commercial space/ unit from the Sub-Lessor/ Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Sub-Lessor/ Promoter shall give possession of the commercial space/ unit to the Sub-Lessee/ Allottee. In case the Sub-Lessee/ Allottee fails to take possession within the time provided in Clause 7.2, such Sub-Lessee/ Allottee shall continue to be liable to pay maintenance charges as specified in Clause 7.2.
- 7.4 Possession by the Sub-Lessee/ Allottee: After obtaining the Occupancy Certificate or Completion Certificate or such other certificate by whatever name called and issued by the competent authority for the Project and handing over physical possession of the commercial space/ unit to the Sub-

Lessee/ Allottee, it shall be the responsibility of the Sub-Lessor/ Promoter to handover necessary documents and plans, including Project Common Areas to the Association as per local laws.

- 7.5 Cancellation by Sub-Lessee/ Allottee: The Sub-Lessee/ Allottee shall have the right to cancel/withdraw his/ her/ its allotment in the Project as provided in the Act.

Provided that where the Sub-Lessee/ Allottee proposes to cancel/withdraw from the Project without any fault of the Sub-Lessor/ Promoter, the Sub-Lessor/ Promoter herein is entitled to forfeit the booking amount paid for the allotment ("Cancellation Charges") and the applicable G.S.T. payable on such Cancellation Charges. The balance amount of money paid by the Sub-Lessee/ Allottee shall be returned by the Sub-Lessor/ Promoter to the Sub-Lessee/ Allottee within 45 (forty-five) days of such cancellation.

- 7.6 Compensation: The Sub-Lessor/ Promoter shall compensate the Sub-Lessee/ Allottee in case of any loss caused to him/ her/ it due to defective title of the land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Sub-Lessor/ Promoter fails to complete or is unable to give possession of the commercial space/ unit - (i) in accordance with the terms of this Agreement, duly completed by the date specified in Clause 7.1; or (ii) due discontinuance of its business as a developer/ promoter on account of suspension or revocation of the registration under the Act; or for any other reason; the Sub-Lessor/ Promoter shall be liable, on demand to the Sub-Lessee/ Allottee, in case the Sub-Lessee/ Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the commercial space/ unit, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within 45 (forty-five) days of it becoming due. Provided that where if the Sub-Lessee/ Allottee does not intend to withdraw from the Project, the Sub-Lessor/ Promoter shall pay the Sub-Lessee/ Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the commercial space/ unit, which shall be paid by the Sub-Lessor/ Promoter to the Sub-Lessee/ Allottee within 45 (forty-five) days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE SUB-LESSOR/ PROMOTER:

The Sub-Lessor/ Promoter hereby represents and warrants to the Sub-Lessee/ Allottee as follows:

- (i) The Sub-Lessor/ Promoter has marketable leasehold right with respect to the Project Land; and has requisite rights to carry out development upon the Project Land and absolute, actual physical and legal possession of the Project Land for developing the Project;
- (ii) The Sub-Lessor/ Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the Project Land and the Project;
- (iv) There are no litigations pending before any Court of law with respect to the Project Land or the Project;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project and the Project Land and proposed commercial building are valid and subsisting and have been obtained by following due process of law. Further, the Sub-Lessor/ Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project Land, Building and the commercial space/ unit and the Project Common Areas;
- (vi) The Sub-Lessor/ Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the sub-leasehold interest of the Sub-Lessee/ Allottee agreed to be created herein, may prejudicially be affected;
- (vii) The Sub-Lessor/ Promoter has not entered into any agreement for sub-lease and/or development agreement or any other agreement/arrangement with any person or party with respect to the Project Land and the commercial space/ unit which will, in any manner, affect the rights of Sub-Lessee/ Allottee under this Agreement;
- (viii) The Sub-Lessor/ Promoter confirms that the Sub-Lessor/ Promoter is not restricted in any manner whatsoever from transferring by way of sub-lease the said commercial space/ unit to the Sub-Lessee/ Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the Sub-Lease Deed, the Sub-Lessor/ Promoter shall handover lawful, vacant, peaceful, physical possession of the commercial space/ unit to the Sub-Lessee/ Allottee and the Project Common Areas to the Association;

- (x) The Schedule Property is not the subject of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The Sub-Lessor/ Promoter has duly paid and shall continue to pay and discharge all Government dues, rates, charges and taxes and other moneys, levies, impositions, premiums, damages and/or penalties and other outgoings whatsoever payable with respect to the said Project to the Competent Authority till the Occupancy Certificate or Completion Certificate or such other certificate by whatever name called has been issued by the competent authority;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Sub-Lessor/ Promoter in respect of the Project Land and/or the Project;
- (xiii) The Project land is not Waqf property.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

9.1 Subject to the Force Majeure clause, the Sub-Lessor/ Promoter shall be considered under a condition of Default, in the following events:

- (i) The Sub-Lessor/ Promoter fails to provide ready to handover possession of the commercial space/ unit to the Sub-Lessee/ Allottee within the time period specified in Clause 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this Clause, 'ready to handover possession' shall mean that the commercial space/ unit shall be in habitable condition, which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;
- (ii) Discontinuance of the Sub-Lessor's/ Promoter's business as a developer on account of suspension or revocation of its registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of Default by the Sub-Lessor/ Promoter under the conditions listed above, the Sub-Lessee/ Allottee is entitled to the following:

- (i) Stop making further payments to the Sub-Lessor/ Promoter as demanded by the Sub-Lessor/ Promoter. If the Sub-Lessee/ Allottee stops making payments, the Sub-Lessor/ Promoter shall correct the situation by completing the

- construction milestones as agreed and only thereafter the Sub-Lessee/ Allottee be required to make the next payment without any penal interest;
- (ii) The Sub-Lessee/ Allottee shall have the option of terminating this Agreement in which case the Sub-Lessor/ Promoter shall be liable to refund the entire money paid by the Sub-Lessee/ Allottee under any head whatsoever towards the sub-lease of the commercial space/ unit along with interest at the rate prescribed in the Rules within 45 (forty-five) days of receiving the termination notice.

Provided that where an Sub-Lessee/ Allottee does not intend to withdraw from the Project or terminate the Agreement, he/ she shall be paid, by the Sub-Lessor/ Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the commercial space/ unit, which shall be paid by the Sub-Lessor/ Promoter to the Sub-Lessee/ Allottee within 45 (fourty-five) days of it becoming due.

9.3 The Sub-Lessee/ Allottee shall be considered under a condition of Default, on the occurrence of the following events:

- (i) In case the Sub-Lessee/ Allottee fails to make payments for 2 (two) consecutive demands made by the Sub-Lessor/ Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Sub-Lessee/ Allottee shall be liable to pay interest to the Sub-Lessor/ Promoter on the unpaid amount as the rate prescribed in the Rules;
- (ii) In case of Default by Sub-Lessee/ Allottee under the condition listed above continues for a period beyond 2 (two) consecutive months after notice from the Sub-Lessor/ Promoter in this regard, the Sub-Lessor/ Promoter may cancel the allotment of the commercial space/ unit in favour of the Sub-Lessee/ Allottee and refund the money paid to it by the Sub-Lessee/ Allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated. Provided that the Sub-Lessor/ Promoter shall intimate the Sub-Lessee/ Allottee about such termination at least 30 (thirty) days prior to such termination.

10. DEED OF SUB-LEASE OF THE COMMERCIAL SPACE/ UNIT:

The Sub-Lessor/ Promoter, on receipt of Total Price of the commercial space/ unit as mentioned in Clause 1.2 above from the Sub-Lessee/ Allottee, shall execute a Deed of Sub-Lease and transfer to the Sub-Lessee/ Allottee the leasehold right and interest by way of sub-lease of the commercial space/ unit together with proportionate indivisible leasehold interest in the Project Common Areas within 3 months from the date of issuance of Occupancy Certificate or

Completion Certificate or such other certificate by whatever name called and issued by the competent authority for the Project to the Sub-Lessee/ Allottee. However, in case the Sub-Lessee/ Allottee fails to deposit the stamp duty and/or registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Sub-Lessee/ Allottee authorizes the Sub-Lessor/ Promoter to withhold registration of the Sub-Lease Deed in his/her/its favour till full and final settlement of all dues and stamp duty and registration charges to the Sub-Lessor/ Promoter is made by the Sub-Lessee/ Allottee.

11. MAINTENANCE OF THE BUILDING/ COMMERCIAL SPACE/ UNIT & COMMON AREAS & FACILITIES:

The Sub-Lessor/ Promoter or its authorized agent acting for and/or on its behalf, shall be responsible to provide essential maintenance services in the Project till the time an "ASSOCIATION" of Sub-Lesseees/ Allottees is formed in respect to the Project and maintenance of the said Project is taken over by such Association. The cost of such maintenance has been included in the Total Price of the commercial space/ unit.

COMMON AREAS AND FACILITIES:

- a) Maintenance of the common areas and facilities of the Project shall be handed over to the Association upon its formation shall be transferred to the Association within 30 (thirty) days from the date of such handover;
- b) The Sub-Lesseees/ Allottees are required to forthwith complete the formalities of becoming members of the Association either on the date of peaceful handover of physical possession of the commercial spaces/ units, or date of registration of the said commercial space/ unit (whichever is earlier) and also to comply with the rules and bye-laws of the Association always;
- c) The Sub-Lessor/ Promoter shall at an appropriate time within a maximum period of 02 (two) years from the date of completion certificate of the Project, shall notify the scheme of formation of the Association to the Sub-Lesseees/ Allottees in accordance with relevant statute, so as to enable them to constitute/form such Association as a statutory requirement;
- d) Interim Maintenance Period: During the interim maintenance period (i.e. the period prior to formation of the Association and handing over of maintenance of common areas and facilities of the Project, the Sub-Lessor/ Promoter or its authorized agent acting for and, on its behalf, shall provide maintenance services in the Project and expenses for the same shall be adjusted from the advance maintenance fund taken from each Sub-Lessee/ Allottee. Adjustment from the advance maintenance fund shall

commence from the date of peaceful handover of physical possession of the commercial space/ unit to the Sub-Lessee/ Allottee, or from the date of registration of the said commercial space/ unit (whichever is earlier);

- e) The maintenance of common areas and facilities shall primarily include but not limited to maintenance of water works, sewage treatment plant, common electrical installations, DG sets, landscaping, driveways, parking areas, lobbies and lifts and staircases, etc. It shall also include safety and security of the Project such as fire detection and protection and management of general security control of the Project;
- f) The rules/bye laws to regulate the use and maintenance of the common areas and facilities of the Project by the Sub-Lessees/ Allottees, shall during the interim maintenance period be framed by the Sub-Lessor/ Promoter, with such restrictions as may be necessary for proper maintenance and such rules/bye-laws may be amended from time to time; PROVIDED that such amendments shall not in any manner whatsoever change/ alter/ disturb the aesthetics, design, etc. of the Project.
- g) Outside Wall: The Sub-Lessees/ Allottees shall at no time be allowed to make or attempt to make any alteration/change/addition to the unit and/or common premises within the Project, which is likely to disturb/ adversely affect the aesthetics, look/ design and/or uniformity in relation to the construction of the Project as built by the Sub-Lessor/ Promoter;
- h) Default in payment of applicable charges related to common facilities: Failure to pay applicable charges for enjoyment of some common areas and facilities as mentioned in Schedule – D in the Project by the Sub-Lessees/ Allottees within due dates, may result in withdrawal/ restrictions/ disconnections/ discontinuation of the respective common services for such Sub-Lessees/ Allottees and shall also make such Sub-Lessees/ Allottees liable to pay interest at a rate of 2% (two percent) per month on the outstanding dues for the period of the delay, calculated from the due date till the date of actual payment;
- i) Common Expenses: There shall be some common expenses as mentioned in Schedule – E below which common expenses shall be shared by all the purchasers of the Project.

12. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Sub-Lessor/ Promoter as per the Agreement relating to such development is brought to the notice of the Sub-Lessor/ Promoter within a period of 5 (five) years by the

Sub-Lessee/ Allottee from the date of handing over possession, it shall be the duty of the Sub-Lessor/ Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Sub-Lessor's/ Promoter's failure to rectify such defects within such time, the aggrieved Sub-Lessee/ Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. RIGHT OF SUB-LESSEE/ ALLOTTEE TO USE PROJECT COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGE:

The Sub-Lessee/ Allottee hereby agrees to take the commercial space/ unit on the specific understanding that his/her/their/ its right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined by the Sub-Lessor/ Promoter or the maintenance agency or the Association of the Sub-Lessees/ Allottees as the case may be and performance by the Sub-Lessee/ Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of Sub-Lessees/ Allottees from time to time.

14. RIGHT TO ENTER THE COMMERCIAL SPACE/ UNIT FOR REPAIRS:

The Sub-Lessor/ Promoter/Maintenance Company/Notified Agency shall have rights of unrestricted access of all Project Common Areas of the Project for providing necessary maintenance services and the Sub-Lessee/ Allottee agrees to permit the Sub-Lessor/ Promoter and/or Maintenance Company and/or Notified Agency to enter into the commercial space/ unit or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. USAGE:

Use of Basement and Service Areas: The basement & service areas, if any, as located within the '**RIGHT ANGLE**' Project, shall be earmarked for purposes such as parking, water tanks, pumps rooms, maintenance and service rooms, fire-fighting pumps and equipment's etc., and other permitted uses as per sanctioned plans. The Sub-Lessee/ Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the Association/Maintenance Company/Sub-Lessor/ Promoter for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE COMMERCIAL SPACE/ UNIT :

- 16.1 Subject to Clause 12 above, the Sub-Lessor/ Promoter shall, after taking possession, be solely responsible to maintain the commercial space/ unit at

his/her/their/its own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the commercial space/ unit, or the staircases, lifts, common passages, corridors, circulation areas or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the commercial space/ unit in good and tenable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

- 16.2 The Sub-Lessee/ Allottee further undertakes, assures and guarantees that he/she/their/its would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the face/ facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Sub-Lessee/ Allottee shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Sub-Lessee/ Allottee shall not store any hazardous or combustible goods in the commercial space/ unit or place any heavy material in the common passages or staircase of the Building. The Sub-Lessee/ Allottee shall also not remove any wall, including the outer and load bearing wall of the commercial space/ unit.
- 16.3 The Sub-Lessee/ Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Sub-Lessor/ Promoter and thereafter the association of Sub-Lessees/ Allottees and/or maintenance agency appointed by association of Sub-Lessees/ Allottees. The Sub-Lessee/ Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY SUB-LESSEE/ ALLOTTEE:

The Sub-Lessee/ Allottee is entering into this Agreement for the allotment of a commercial space/ unit with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Sub-Lessee/ Allottee hereby undertakes that he/she/it/they shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said commercial space/ unit, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the commercial space/ unit at the Sub-Lessee's/ Allottee's own cost.

18. ADDITIONAL CONSTRUCTION:

The Sub-Lessor/ Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the Building Plan,

Layout Plan, Sanction Plan and specifications, amenities and facilities has been approved by the competent Authority(ies) and disclosed, except for as provided in the Act.

19. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

After the Sub-Lessor/ Promoter executes this Agreement, it shall not mortgage or create a charge on the commercial space/ unit and, if any, such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Sub-Lessee/ Allottee who has taken or agreed to take such commercial space/ unit.

20. **APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT):**

The Sub-Lessor/ Promoter has assured the Sub-Lessee/ Allottee that the project in its entirety is in accordance with the provisions of the **West Bengal Apartment Ownership Act, 1972** to the extent not contrary and/or inconsistent to/with the Act and/or to/with the rules and/or to/with any other applicable laws (including those, if any, in supersession of the West Bengal Apartment Ownership Act, 1972). The Sub-Lessor/ Promoter showing compliance of various laws/regulations as applicable in the State of West Bengal.

21. **BINDING EFFECT:**

Forwarding this Agreement to the Sub-Lessee/ Allottee by the Sub-Lessor/ Promoter does not create a binding obligation on the part of the Sub-Lessor/ Promoter or the Sub-Lessee/ Allottee until, firstly, the Sub-Lessee/ Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Sub-Lessee/ Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar/Registrar Assurance, West Bengal as and when intimated by the Sub-Lessor/ Promoter. If the Sub-Lessee/ Allottee fails to execute and deliver to the Sub-Lessor/ Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Sub-Lessee/ Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Sub-Lessor/ Promoter, then the Sub-Lessor/ Promoter shall serve a notice to the Sub-Lessee/ Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Sub-Lessee/ Allottee, application of the Sub-Lessee/ Allottee shall be treated as cancelled and all sums deposited by the Sub-Lessee/ Allottee in connection therewith including the booking amount shall be returned to the Sub-Lessee/ Allottee without any interest or compensation whatsoever.

22. ENTIRE AGREEMENT:

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said commercial space/ unit/ building, as the case may be.

23. RIGHT TO AMEND:

This Agreement may only be amended through written consent of the Parties.

24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/ SUBSEQUENT ALLOTTEES:

It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the commercial space/ unit and the Project shall equally be applicable to and enforceable against any subsequent Allottee/s, in case of a transfer, the said obligations go along with the commercial space/ unit for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE:

25.1 The Sub-Lessor/ Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Sub-Lessee/ Allottee in not making payments as per the Payment Plan [Schedule – C] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Sub-Lessee/ Allottee that exercise of discretion by the Sub-Lessor/ Promoter in the case of one Sub-Lessee/ Allottee shall not be construed to be a precedent and/or binding on the Sub-Lessor/ Promoter to exercise such discretion in the case of other Sub-Lessee/s/ Allottees.

25.2 Failure on the part of the Sub-Lessor/ Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

26. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and the Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be

deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to confirm to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

27. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:

Wherever in this Agreement it is stipulated that the Sub-Lessee/ Allottee has to make any payment, in common with other Sub-Lessee(s)/ Allottee(s) in the Project, the same shall be the proportion which the carpet area of the commercial space/ unit bears to the total carpet area of all the commercial spaces/ units in the Project.

28. FURTHER ASSURANCES:

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

29. PLACE OF EXECUTION:

The execution of this Agreement shall be completed only upon its execution by the Sub-Lessor/ Promoter through their authorised signatory at the Sub-Lessor's/ Promoter's Office, or at some other place, which may be mutually agreed between the Sub-Lessor/ Promoter and the Sub-Lessee/ Allottee. After the Agreement is duly executed by the Sub-Lessee/ Allottee and the Sub-Lessor/ Promoter or simultaneously with the execution of the said Agreement shall be registered at the office of the ADSR, Bhaktinagar/ DSR, Jalpaiguri/ ARA, Kolkata. Hence this Agreement shall be deemed to have been executed at Jalpaiguri District, West Bengal.

30. NOTICES:

That all notices to be served on the Sub-Lessee/ Allottee and the Sub-Lessor/ Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Sub-Lessee/ Allottee or the Sub-Lessor/ Promoter by Registered Post at their respective addresses specified below:

Sub-Lessor/ Promoter Name:
Uthshavdhara Developers Private Limited

PCM Tower, Ground Floor, Sevoke Road, Siliguri, Post Office – Siliguri, Police Station – Bhaktinagar, District – Jalpaiguri, PIN – 734001, West Bengal.
Email: uthshavdharadevelopers@gmail.com.

Sub-Lessee/ Allottee Name:

Email: _____

It shall be duty of the Sub-Lessee/ Allottee and the Sub-Lessor/ Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Sub-Lessor/ Promoter or the Sub-Lessee/ Allottee, as the case may be. It is further clarified that the above mentioned registered Email ID shall be deemed as mode of communication in respect of the said commercial space/ unit.

31. JOINT ALLOTTEES:

That in case there are joint Sub-Lessees/ Allottees all communications shall be sent by the Sub-Lessor/ Promoter to the Sub-Lessee/ Allottee whose name appears first and at the address given by him/her/it which shall for all intents and purposes to consider as properly served on all the Sub-Lessees/ Allottees.

32. GOVERNING LAW:

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other applicable laws of India for the time being in force.

33. DISPUTE RESOLUTION:

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.

Any other terms and conditions as per the contractual understanding between the parties, however, ensure that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made thereunder.

34. **SAVINGS:**

Any application letter, allotment letter, agreement or any other document signed by the Sub-Lessee/ Allottee, in respect to the commercial space/ unit prior to the execution and registration of this Agreement for Sub-Lease for such commercial space/ unit shall not be construed to limit the rights and interest of the allottee under the Agreement for Sub-Lease or under the Act or the rules or the regulations made thereunder.

SCHEDULE – A

[Project Land]

ALL THAT the Plot bearing No. UIF-4/3 measuring 5835.25 Square Meter equivalent to 87.24 Cottahs, more or less, situated in R.S. Dag Nos. 49(P), 50(P) & 137(P) of RS Sheet Number 16 (corresponding to L.R. Dag Nos. 35(P), 23(P), 38(P), 71(P), 77(P) & 78(P) of LR Sheet Number 191, 192 & 193), R.S. Khatian No. 1831 (corresponding to L.R. Khatian No.7, 18, 942) (contained in several dag nos, more particularly articulated in the chart below), at Mouza Dabgram, J.L. No. 2, Block Rajganj, New Jalpaiguri, Police Station New Jalpaiguri (formerly Bhaktinagar), Post Office Satellite Township, District Jalpaiguri, PIN-734015, West Bengal, in the Utsodhaara: Teesta UIF Plots Phase II for construction of independent building for the purpose of commercial facilities, medical facilities, educational facilities, recreational facilities and other relevant urban infrastructural facilities thereon as permissible under the applicable law, together with pro rata undivided, indivisible and variable share in the common areas of the Project and butted and bounded as follows

RS Sheet No.	RS Khatian No.	RS Plot No.	Area (Sq. Mtr.)	Area (Katha)
16	1831	49(P)	2927.65	43.77
		50(P)	1476.08	22.07
		137(P)	1431.52	21.40
TOTAL			5835.25	87.24

LR Sheet No.	LR Khatian No.	LR Plot No.	Area (Sq. Mtr.)	Area (Katha)
191	7	35(P)	2614.03	39.08
192	18	23(P)	181.46	2.71
192	18	38(P)	1113.01	16.64
193	942	71(P)	1258.14	18.81

193	942	77(P)	668.22	9.99
193	942	78(P)	0.39	0.01
TOTAL			5835.25	87.24

The aforesaid plot of land is butted and bounded as follows:

North: 10 M Road Service Road;

South: GR-15;

East: 24 M Row;

West: Plot No. UIF – 4/2.

SCHEDULE – B

[DESCRIPTION OF COMMERCIAL SPACE/ UNIT]

All that One Commercial Space, being Commercial Space No. ____, measuring Sq. Ft. (Super Built up Area), ____ Sq. Ft. (Built-up Area) & ____ Sq. Ft. (RERA Carpet Area) situated at the _____ Floor of the complex named **“Right Angle”** together with undivided Sub-Lease right upon land measuring 87.24 Katha equivalent to 5835.25 Sq. Mtrs., appertaining to and forming part of R.S. Plot Nos. 49, 50 & 137, comprised in L.R. Plot Nos. 23, 35, 38, 71, 77 & 78, recorded in R.S. Khatian No. 1831, corresponding to L.R. Khatian Nos. 7, 18 & 942, under Mouza – Dabgram, Sheet No.16 (RS) 191, 192 & 193 (LR), J.L. No. 02, located within the limits of Fulbari – I Gram Panchayat, under Police Station – New Jalpaiguri, in the District of Jalpaiguri for the remaining un-expired period of the Sub Lease of 99 years granted under the head lease.

SCHEDULE – C

[PAYMENT PLAN]

Payment Events	Amount payable of total consideration
Booking Amount/ Advance	10%
Post foundation/on completion of raft	20%
On completion of Basement Slab	10%
On completion of First Floor Slab	10%
On completion of Third Floor Slab	10%
On completion of Fifth Floor Slab	10%
On completion of roof casting	10%
On completion of Tiles Work	10%
On possession/ registration of Schedule – B property (whichever is earlier)	10%

- The Total Consideration payable by the Sub Lessee (s) to the Sub Lessor/ Promotor for the long term lease of Schedule – B Property amounts to **Rs. _____/- (Rupees _____) only** excluding all taxes as may be applicable;
- Payment of documentation, maintenance corpus fund, transformer and electricity charges (including GST) to be paid along with every instalment ;
- GST and other taxes as applicable to be paid along with every instalment;
- Other charges, GST, registration and any other Government charges as applicable is not included in the basic cost;

That the Sub-Lessor/ Promoter shall handover the possession of the Schedule – B property after receiving full and final payment as well as registration of the Schedule – B property.

That on the day of taking hand over of the Schedule – B property the Sub-Lessee/ Allottee shall also give a declaration that after full satisfaction the Sub-Lessee/ Allottee has/have taken handover of the Schedule – B property.

SCHEDULE – D
[COMMON AREA, FACILITIES & AMENITIES]

1. Arterial road(s) and driveways
2. Water supply network within the Township with borewell
3. Electric cable network within the Township with necessary substation
4. Storm water drainage network within the Township
5. Sewerage network within the Township
6. Street Lighting
7. Recreational areas
8. Access Road from the Township Boundary Line to the Entry & Exit Gate of the Township
9. Plot demarcation
10. Water supply connection up to the plot
11. Storm water connection from the plot
12. Connection to discharge excess treated sewage into the designated drains of the Township
13. Water supply line Inside the Project which is part of the Township water supply network
14. Storm water drainage route inside the Project which is part of the Township storm water drainage network
15. Street-lights
16. Drainage for discharge of treated excess sewage which is part of the Township sewerage network

SCHEDULE – E
[COMMON EXPENSES]

1.	Association	:	Establishment and all other operational expenses of the Association.
2.	Utilities	:	All charges and deposits for supplies of common utilities.
3.	Electricity	:	All charges for the electricity consumed for the operation of the common machinery and equipment.
4.	Fire fighting	:	Costs of operating the fire-fighting equipments and personnel (if any).
5.	Maintenance	:	All costs for maintaining, operating, repairing, re-constructing, lighting and renovating the common portions, including the exterior or interior walls of the building.
6.	Operational	:	All expenses for running and operating all machinery, equipments and installations comprised in the Common portions, including lifts, pumps and other common installations including their license fees, taxes and other levies (if any) and the lights of the Common Portions.
7.	Rates and taxes	:	Municipal / Panchayat Tax and Other levies in respect of the Building Save those separately assessed on the Sub-Lessee(s)/ Allottee(s).
8.	Reserves	:	Creation of fund for replacement, renovation and other period expenses.
9.	Staff	:	The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, clerks, security personnel, sweepers, plumbers, electricians etc. including their perquisites, bonus and other emoluments and benefits.
10.	Common Amenities & Facilities	:	Costs for operating and maintaining all common amenities and facilities at "Right Angle" .

SCHEDULE – F
[BUILDING SPECIFICATION]

1.	Super structure	:	➤ Earthquake resistance RCC framed; ➤ Walls: AAC block masonry
2.	Flooring	:	➤ Combination of 2'-00" X 2'-00" vitrified tiles in all commercial units. ➤ Combination of marble & vitrified tiles in common area
3.	Toilets	:	➤ Walls: Glazed Ceramic Tiles upto door height. ➤ Fittings: C.P. fittings of premium quality. ➤ Sanitary: White Sanitary ware & wall mounted E.W.C of reputed make
4.	Doors & Windows	:	➤ Aluminium fixed/sliding windows with high performance glass.

			➤ Rolling shutter in all commercial units.
5.	Electrical	:	➤ Proper illumination on façade and common area will be provided. ➤ All commercial/office space, connection will be provided upto DB. ➤ Ledges will be provided for AC outdoor units.
6.	Elevators	:	➤ High speed modern automatic lifts of International brand.
7.	Security	:	➤ CCTV surveillance system.
8.	Water	:	➤ Water Treatment Plant (Iron eliminator).
9.	Waste Water Treatment	:	➤ S.T.P will be provided.

SCHEDULE – F
[FLOOR PLAN]

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sub Lease at Siliguri in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED SUB LESSEE/S:

SIGNED AND DELIVERED BY THE WITHIN NAMED SUB LESSOR:

WITNESSES:

1) Signature _____

Name _____

Address _____

2) Signature _____

Name _____

Address _____
